

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

SS:

IN THE MARION CIRCUIT COURT

AVC NO. 04-029

IN RE: SCHULTZ & SCHLUTZ )  
ENTERPRISES, INC., dba )  
U.S. LOSS MITIGATION )  
SERVICES, )

Respondent. )

**FILED**

SEP 23 2004

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*David A. Paetzmann*  
CLERK OF THE  
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General David A. Paetzmann, and the Respondent, Schultz & Schultz Enterprises, Inc., dba U.S. Loss Mitigation Services, enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code § 24-5-0.5-7(a) and agree as follows:

1. Respondent is a foreign corporation engaged in the sale of business opportunities as defined by Indiana law, with a principal place of business at 454 Wythe Road, Suite H, Poquoson, Virginia. Through the actions of third party independent contractors, Respondent transacts business with Indiana consumers.

2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.

3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4, Ind. Code §24-5-0.5-1 et seq., and Ind. Code §24-5-8-1 et seq.

4. Respondent, in soliciting and transacting business within the State of Indiana, shall comply with the provisions of Indiana's Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*, Indiana's Credit Services Organizations Act, Ind. Code § 24-5-15-1 *et seq.*, and Indiana's Business Opportunities Transactions Act, Ind. Code § 24-5-8-1 *et seq.*

5. Respondent shall not advertise or make any other representations to Indiana residents with regard to any business opportunity offered by Respondent without first filing the disclosure statement required by Ind. Code § 24-5-8-2 and the surety bond required by Ind. Code § 24-5-8-3 with the Consumer Protection Division of the Indiana Attorney General's Office and paying the statutory fifty dollar (\$50.00) filing fee.

6. Respondent shall not enter into a contract for the sale of a business opportunity with an Indiana investor unless such contract is in writing and includes the terms required by Ind. Code §24-5-8-6.

7. Respondent shall not directly or indirectly solicit or transact business as a credit services organization in Indiana until it has obtained a surety bond in the amount of ten thousand dollars (\$10,000.00) in favor of the State of Indiana as required by Ind. Code § 24-5-15-8. Respondent agrees to provide a copy of its surety bond to the Consumer Protection Division of the Indiana Attorney General's Office prior to directly or indirectly soliciting or transacting any business as a credit services organization in Indiana.

8. Respondent shall pay full restitution to any investor filing a written complaint with the Consumer Protection Division of the Indiana Attorney General's Office in the future, if such complaint arises from a business opportunity contract between an investor and Respondent (but not including third parties) solicited or formed within the State of

Indiana during a time period when Respondent's activities as a seller of business opportunities were not in full compliance with Indiana's Business Opportunities Transactions Act.

9. Upon execution of this Assurance, Respondent shall pay consumer restitution in the amount of Two Hundred Nine Dollars and Ninety-Five Cents (\$209.95) for the benefit of Ken Wieland of Indianapolis, Indiana.

10. Upon execution of this Assurance, Respondent shall pay consumer restitution in the amount of Eight Hundred Ninety-Five Dollars (\$895.00) for the benefit of Cynthia Welty of Indianapolis, Indiana.

11. Upon execution of this Assurance, Respondent shall pay the amount of One Thousand Seventy-Five Dollars and Thirty Cents (\$1,075.30) to the Indiana Attorney General for consumer education, litigation, enforcement, or other consumer protection purpose, at the discretion of the Attorney General.

12. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of Attorney General.

13. Respondent shall not represent that Office of Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. Respondent shall fully cooperate with the Office of Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 23 day of August, 2004.

STATE OF INDIANA,  
STEVE CARTER

Attorney General of Indiana

by: 

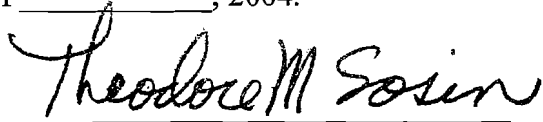
David A. Paetzmann  
Deputy Attorney General  
Attorney No. 6392-23

RESPONDENT,  
SCHULTZ & SCHULTZ ENTERPRISES,  
INC.,  
dba U.S. LOSS MITIGATION SERVICES

by: 

Stan Schultz, President

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.



Judge, Marion Circuit Court